

**REMARKS**

Claims 1-4, 6-15, 17-23, and 25 are pending in this application.

**35 U.S.C. § 112**

Claims 1-4, 12-15, 17-23, and 25 were rejected under 35 U.S.C. § 112, first paragraph, for allegedly lacking support for the “measurable elasticity of the inflatable dilation bladder,” as recited in several claims. The undersigned submits that the original application as-filed provides support for this language as the specification discloses a dilation bladder that is more rigid than the hyper-deformable balloon that surrounds it. See p. 10, lines 2-25 and Fig. 11. Thus, the specification describes the flexibility of the bladder in relation to the balloon and notes that the dilation bladder is more rigid than the balloon. Said another way, the elasticity of the bladder in one embodiment in the specification is described as being less than the elasticity of the balloon. Consequently, there is support for the recited claim language in the specification. Indeed, simply the use of the word elasticity in the specification conveys a measurable characteristic of the balloon and bladder, thereby providing support for the recited claim language. *The American Heritage College Dictionary*, 3d Edition, Houghton Mifflin Co., confirms this as it defines elasticity, as *inter alia*, “the *property* of being elastic” (emphasis added). Thus, as elasticity is a property of a material, it is measurable.

Accordingly, the undersigned submits that describing the elasticity of the inflation dilation bladder in reference to the hyper-deformable inflatable balloon shows that the elasticity is measurable, conveys to one skilled in the art that the inventor had possession of the claimed invention at the time of filing, and, that antecedent support exists in the specification for this

claim language.

Claims 1 and 12 were also rejected under 35 U.S.C. § 112, second paragraph, as being indefinite. The undersigned submits that claims 1 and 12, as amended, clearly have adequate antecedent basis for a second internal lumen.

Based on all of the above, the undersigned respectfully requests that the § 112 rejections be withdrawn.

**35 U.S.C. § 102**

Claims 20-23 and 25 stand rejected under 35 U.S.C. § 102(b) as being allegedly anticipated by Crocker et al. (U.S. Pat. No. 5,295,962). The undersigned submits that Crocker does not disclose or suggest the step of “forcing a fluid into the expandable first membrane to inflate the expandable first membrane,” as recited in claim 20. Instead, in Crocker, the drug delivery balloon may only be arguably stretched in reaction to the expansion of the inflation balloon 30. Nowhere does Crocker discuss forcing fluid into the inflation balloon to inflate it. Thus, Crocker does not disclose or suggest the recited language and, the undersigned submits, independent claim 20 and dependent claims 21-23 and 25, are all patentable over Crocker.


**CONCLUSION**

The undersigned requests further consideration and allowance of the pending claims. The Office is authorized to charge any fees or credit any overpayments under 37 C.F.R. 1.16 or 1.17 to Kenyon & Kenyon deposit account no. 11-0600.

The Examiner is invited to contact the undersigned to discuss any matter concerning this application.

Respectfully submitted,

Dated: May 16, 2003

  
Fred T. Grasso  
(Reg. No. 43,644)

KENYON & KENYON  
1500 K Street, N.W., Suite 700  
Washington, DC 20005  
Tel: (202) 220-4200  
Fax: (202) 220-4201